

1 BILL NO. S-81-02- 31

2 SPECIAL ORDINANCE NO. S- 63-81

3  
4 AN ORDINANCE approving a contract for  
5 Sewer Improvement Resolution No. 338-80  
6 between the City of Fort Wayne, Indiana,  
7 and John Hartman d/b/a John Hartman Con-  
struction Company , Contractor for  
installation of a sanitary sewer.

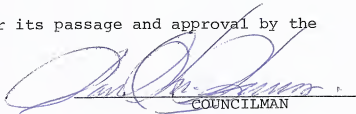
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract, dated January 13,  
11 1981, between the City of Fort Wayne, Indiana, by and through  
12 its Mayor and the Board of Public Works, and John Hartman  
13 d/b/a John Hartman Construction Company, Contractor for:

14 construction of an 8 inch, 10 inch,  
15 12 inch and 21 inch sanitary sewer  
16 for the purpose to serve Ridgeview  
Heights Addition,

17 under Board of Public Works Sewer Improvement Resolution No.  
18 338-80, at a total cost of \$278,608.75, all as more particu-  
19 larly set forth in said contract which is on file in the Of-  
20 fice of the Board of Public Works and is by reference incor-  
21 porated herein and made a part hereof, be and the same is in  
22 all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force  
24 and effect from and after its passage and approval by the  
25 Mayor.

26   
COUNCILMAN

27 APPROVED AS TO FORM AND  
28 LEGALITY FEBRUARY 5, 1981.

29   
30 JOHN E. HOFFMAN, CITY ATTORNEY  
31  
32

Read the first time in full and on motion by Burns, seconded by J. Schmitt, and duly adopted, read the second time by title and referred to the Committee City Notes (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 2-17-81, the 19 day of February, at 5 o'clock PM, E.S.T.

DATE: 2-17-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by J. Schmitt, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GIAQUINTA	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, D.	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
SCHMIDT, V.	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHOMBURG	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 2-24-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP)        (GENERAL)        (ANNEXATION)        (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S 63-81 on the 24th day of February, 19 81.

Charles W. Westerman ATTEST:  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 19 81, at the hour of 11:30 o'clock PM, E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 19 81, at the hour of 4 o'clock PM, E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-02-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Sewer Improvement Resolution  
No. 338-80 between the City of Fort Wayne, Indiana, and  
John Hartman d/b/a John Hartman Construction Company, Contractor  
for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE pass PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

*[Handwritten signatures: Paul M. Burns, Vivian G. Schmidt, Ben A. Eisbart, Samuel J. Talarico, Roy J. Schomburg]*

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

70-96-67 1/14/81

CONTRACT NO. 338-80

John Hartman Construction

THIS CONTRACT made and entered into in triplicate this 14 day of July, 1980, by and between JOHN HARTMAN d/b/a John Hartman Construction herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

LATERAL #1

Beginning at a proposed manhole located 1,085± LF east of and 60± LF south of Moeller Road and Adams Center Road; thence easterly 3,245± LF to a proposed manhole located 60± LF south of and 20± LF west of Fritch Road and Moeller Road intersection; thence southerly 2,455± LF terminating at a proposed cleanout structure located 20± LF west of and 1,155± LF south of Fritch Avenue and Trancept Drive intersection.

LATERAL #2

Beginning at a proposed manhole located 20± LF west of and 45± LF south of the intersection of Meter Road and Moeller Road; thence southerly 2,430± LF terminating at a cleanout structure located 20± LF west of and 1,130± LF south of the intersection of Meter Road and Trancept Drive.

Said sewer shall be 8", 10", 12" and 21" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11063, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$278,608.75. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

21" RCP Class III	Thirty-two dollars and 50/100	32.50
12" Sewer Pipe	Seventeen dollars and no/100	17.00
10" Sewer Pipe	Fifteen dollars and no/100	15.00
8" Sewer Pipe	Twelve dollars and 75/100	12.75
STD M.H. Type I-J	One thousand four hundred dollars and no/100	1,400.00

STD Cleanout	Two hundred fifty dollars and no/100	250.00
6" "T" or "WYE" Tapping Unit	Forty dollars and no/100	40.00
6" Building Sewer Pipe (Not Grant Fundable)	Thirteen dollars and 50/100	13.50
STD City of Fort Wayne Tap Permit (Not Grant Fundable)	Thirty-five dollars and no/100	35.00
Special Backfill	Eight dollars and no/100	8.00
#53 or #73 Special Backfill	Eight dollars and no/100	8.00
6" Asphalt	Eleven dollars and no/100	11.00
2" Asphaltic Surface	Three dollars and 25/100	3.25
Double Chip and Seal	One dollar and 50/100	1.50
6" Stone Surface (driveways)	Two dollars and 50/100	2.50
4" Asphalt (driveways)	Eleven dollars and no/100	11.00
6" Concrete (driveways)	Twelve dollars and no/100	12.00
Seeding & 1" Mulch	No dollars and 50/100	0.50
Broadcast Seeding	No dollars and 30/100	0.30
12" Revetment Rip Rap	Four dollars and no/100	4.00
12" CMP Replacements (incl. headwalls)	Sixteen dollars and no/100	16.00
Fence Replacement	Six Dollars and no/100	6.00
18" Rolled Curb Replacement	Four dollars and 50/100	4.50
24" CMP Culvert Replacement	Nineteen dollars and no/100	19.00
30" CMP Culvert Replacement	Twenty-four dollars and no/100	24.00
Dewatering	One dollar and no/100	1.00
6"-12" Field Tile Replacement	Ten dollars and no/100	10.00
Base Stabilization	Eight dollars and no/100	8.00

### ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 338-80.
- B. Instructions to Bidders for Contract No. 338-80.
- C. Contractor's Proposal Dated November 12, 1980.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11063.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).

- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1
- T. D.N.R. Permits

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne,

Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN HARTMAN DOING BUSINESS AS  
JOHN HARTMAN CONSTRUCTION COMPANY

BY: John F. Hartman

John F. Hartman, ~~President~~  
Owner

BY: \_\_\_\_\_

\_\_\_\_\_, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.

Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Richard Q. Thompson  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Mark L. Akers  
Mark L. Akers, Chairman

Roberta Anderson Staten  
Roberta Anderson Staten, Member

Herbert R. Gamache  
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



# Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

**Forbing Agency, Inc.**  
2039 Fairfield Avenue  
P. O. Box 9204  
Ft. Wayne, In. 46899

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	<b>A</b>	State Automobile Mutual Ins. Co.
COMPANY LETTER	<b>B</b>	Maryland Casualty Co.
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

NAME AND ADDRESS OF INSURED

**John Hartman Construction Co.**  
10310 Diebold Road  
Ft. Wayne, In. 46825

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>PBP 7 592 435</b>	<b>10-4-81</b>	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 100	\$ 100
	<input type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	<b>AUTOMOBILE LIABILITY</b>			PERSONAL INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH PERSON)	\$	\$
	<input type="checkbox"/> OWNED			BODILY INJURY (EACH ACCIDENT)	\$	\$
	<input type="checkbox"/> HIRED			PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<b>EXCESS LIABILITY</b>			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
<b>B</b>	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	<b>TC1 20620928</b>	<b>11-13-81</b>	STATUTORY	\$ 100	(EACH ACCIDENT)
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

**Cityoof Fort Wayne, Indiana**  
100 E. Main St.  
Ft. Wayne, In. 46802

DATE ISSUED January 12, 1981

**Robert A. Forbing**  
AUTHORIZED REPRESENTATIVE

eyn

## ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**

**ADDITIONAL INSURED  
(Owners or Lessees)**

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named below but only with respect to liability arising out of operations performed for such insured by or on behalf of the named insured.
2. The applicable limit of the company's liability for the insurance afforded under the Contractual Liability Insurance Coverage Part forming a part of this policy shall be reduced by any amount paid as damages under this endorsement in behalf of the person or organization named below.

**Name of Person or Organization  
(Additional Insured)**

The Board of Works - City of Ft. Wayne - Allen Co., IN  
Ft. Wayne, Indiana

This endorsement is subject to all the terms of the policy to which it is attached, insofar as the same are not inconsistent with the specific undertakings of this endorsement.

The following spaces preceded by an asterisk (\*) need not be completed unless this endorsement is issued subsequent to preparation of the policy.

* Effective Date <small>(12:01 A.M. STANDARD TIME)</small>	* Date of Issue	* Issued To	* Policy Number
12/8/80	12/8/80kg	John Hartman dba John Hartman Construction Co.	PBP7 592 435

IN WITNESS WHEREOF, STATE AUTOMOBILE MUTUAL INSURANCE COMPANY has caused this endorsement to be signed by its duly authorized Officers, but the same shall not be binding upon the Company until countersigned by a person duly authorized by its Board of Directors so to do.

*Herbert F. Bolecher*

Secretary

*Paul R. King*

President

Countersigned By

*Bob Folsom*

DULY AUTHORIZED REPRESENTATIVE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

**John Hartman Construction Company**

(Name of Contractor)

**10310 Diebold B Rd., Fort Wayne, Ind. 46825**

(Address of Contractor)

a Individual, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and State Automobile Mutual Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two hundred seventy eight thousandsix hundred eight & 75/100----- Dollars (\$28,608.75) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

Sanitary Sewer

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. sy11063, through 18 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(number)

counterparts, each one of which shall be deemed an original, this

14th  
~~12th~~ day of January 1981.

*Eileen Y. Nix*

Eileen Y. Nix  
(Witness as to Principal)

1435 Baywood Dr.  
(Address)

New Haven, Ind.

*Eileen Y. Nix*

Eileen Y. Nix  
(Witness as to Surety)

1435 Baywood Dr.  
(Address)

New Haven, Ind.

John Hartman Construction Co.  
(Principal)

BY: Vicki L. Hartman (S)

Vicki L. Hartman  
10310 Diebold Rd.  
(Address)

Fort Wayne, Ind. 46825

State Automobile Mutual Insurance Co.  
(Surety)

BY: Robert A. Forbing  
(Attorney-in-Fact)

Robert A. Forbing  
2039 Fairfield Ave.  
(Address)

Fort Wayne, Ind.

Contract No. 338-80

PERFORMANCE BOND

"KNOW ALL MEN BY THESE PRESENTS, that

John Hartman Construction Co.

(Name of Contractor)

10310 Diebold Rd., Fort Wayne, Ind. 46825

(Address of Contractor)

a Individual hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and State Automobile Mutual Insurance Company

(Name of Surety)

Columbus, Ohio

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Two hundred seventy eight thousand six hundred eight & 75/100 dollars (\$ 278,608.75 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

Sanitary Sewer

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11063 page 1 through 18 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contined herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contract No. 338-80

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ 3 \_\_\_\_\_  
(number)

counterparts, each one of which shall be deemed an original, this

12th day of January 19 81.

**John Hartman Construction Co.**  
(Principal)

BY: Vicki L. Hartman (S)

**Vicki L. Hartman**  
**10310 Diebold Rd., Ft. Wayne, Ind.**  
(Address)

Eileen Y. Nix  
**Eileen Y. Nix**  
(Witness as to Principal)

1435 Baywood Dr.  
(Address)

New Haven, Ind.

Eileen Y. Nix  
**Eileen Y. Nix**  
(Witness as to Surety)

1435 Baywood Dr.  
(Address)

New Haven, Ind.

**State Automobile Mutual Insurance Co.**  
(Surety)

BY: Robert A. Foshing  
(Attorney-in-Fact)

2039 Fairfield Ave.  
(Address)

Fort Wayne, Ind.

COLUMBUS, OHIO

## POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint

Robert A. Forbing

of Fort Wayne and State of Indiana to its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: bond as respects John Hartman Construction Co., in the amount of Two Hundred Seventy Eight Thousand Six Hundred Eight and 75/100 Dollars (\$278,608.75) for Performance Bond on Job # 338-80 in favor of the City of Fort Wayne, Indiana on or after 1-12-81 and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) said officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer and any Assistant Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 12th day of January, 19 81.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.

By Richard J. Ridgley  
Richard J. Ridgley Vice President  
Norman G. Moun  
Norman G. Moun Vice President

STATE OF OHIO } ss:  
COUNTY OF FRANKLIN,

On this 12th day of January, A.D., 19 81, before me personally came

Richard J. Ridgley & Norman G. Moun

duly sworn, did depose and say that they are the Vice President and Vice President

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Larry H. Dowd  
Larry H. Dowd  
NOTARY PUBLIC - STATE OF OHIO  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES FEBRUARY 9, 1985

"APPARENT" LOW BIDDERS  
NORTH MAUMEE

<u>Resolution</u>	<u>Contractor</u>	<u>Bid</u>	<u>Engineer's Estimate</u>
330-80 - Phase I	Rocco-Ferrera	\$ 832,920.00	\$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	\$ 891,869.05	\$ 1,140,890.00
331-80	Busch, Inc.	\$ 521,161.90	\$ 805,070.00
332-80	Busch, Inc.	\$ 809,580.25	\$ 1,122,152.50
333-80	Dehner, Inc.	\$ 323,363.90	\$ 393,270.00
334-80	Busch, Inc.	\$ 352,732.05	\$ 653,410.00
335-80	Dehner, Inc.	\$1,255,628.30	\$ 1,488,757.50
336-80	Dehner, Inc.	\$ 240,297.05	\$ 319,875.00
337-80	Dehner, Inc.	\$ 223,529.52	\$ 283,000.00
338-80	Hartman, John	\$ 278,608.75	\$ 398,875.00
339-80	Moellering Const.	\$ 127,073.50	\$ 202,030.00
340-80	Bercot, Inc.	\$ 303,689.80	\$ 314,458.35
		\$6,160,453.72	\$8,207,847.00

DIFFERENCE: \$2,047,393.28 = 25% under Engineer's Estimate



RESOLUTION 330-80

PHASE I

1. Rocco-Ferrera	\$ 832,920.00
2. Dehner, John, Inc.	\$ 841,619.00
3. Norman, Joe E.	\$ 860,454.60
4. Winzeler Construction	\$ 936,892.00
5. Balkema, Inc.	\$ 977,900.00
6. Busch, Inc.	\$1,005,013.25
7. DiPaulo-Rossetti	\$1,310,090.00

PHASE II

1. Dehner, John, Inc.	\$ 891,869.05	
2. Norman, Joe E.	\$ 926,178.30	
3. Rocco-Ferrera	\$ 997,359.00	
4. Busch, Inc.	\$1,020,732.90	
5. Winzeler Excavating	<del>\$1,113,992.50</del>	\$1,113,990.50*
6. Balkema, Inc.	\$1,175,905.50	
7. Bailey Excavating	<del>\$1,205,675.50</del>	\$1,206,315.50*
8. DiPaulo-Rossetti	\$1,269,690.00	

RESOLUTION 331-80

1. Busch, Inc.	\$ 521,161.90
2. Northeastern Construction	\$ 619,913.75
3. Norman, Joe E.	\$ 627,286.75
4. Fleming Excavating	\$ 628,081.50
5. Dehner, John, Inc.	\$ 652,354.35
6. Rocco-Ferrera	\$ 656,710.00
7. Balkema, Inc.	\$ 790,825.00
8. Rieth-Riley Construction	\$ 796,646.00
9. Bailey Excavating	\$ 807,156.00
10. DiPaulo-Rossetti	\$ 830,342.50
11. T-G Excavating	\$ 846,568.05
12. Bercot, Inc.	\$ 870,574.75

RESOLUTION NO. 332-80

1. Busch, Inc.	\$ 809,580.25
2. Norman, Joe E.	\$ 859,128.65
3. Dehner, John, Inc.	\$ 906,834.40
4. Rocco-Ferrera	\$ 909,895.00
5. Northeastern Construction	\$ 939,354.75
6. Weitzel Construction	\$1,026,165.50
7. Bailey Excavating	\$1,181,896.25
8. Winzeler Excavating	\$1,192,527.00
9. Rieth-Riley	\$1,217,325.00
10. T-G Excavating	\$1,258,448.75
11. Balkema, Inc.	\$1,271,637.50
12. DiPaulo Rosetti	\$1,288,635.00
13. Bercot, Inc.	\$1,352,728.50

RESOLUTION 333-80

1.	Dehner, John, Inc.	\$ 323,363.90
2.	Ness, Richard	\$ 385,951.00
3.	Bercot, Inc.	\$ 394,882.00
4.	T-G Excavating	\$ 403,890.20
5.	Norman, Joe E.	\$ 437,441.40
6.	Rocco-Ferrera	\$ 449,430.00
7.	Balkema, Inc.	\$ 603,635.00

RESOLUTION 334-80

1.	Busch, Inc.	\$ 352,732.05	
2.	Dehner, John, Inc.	\$ 392,495.01	
3.	Norman, Joe E.	\$ 400,245.00	
4.	Fleming Excavating	\$ 412,479.50	
5.	Rocco-Ferrera	\$ 440,636.00	
6.	Northeastern Construction	<del>\$ 457,970.00</del>	\$457,965.00*
7.	Earth Construction	\$ 478,402.70	
8.	Bailey Excavating	\$ 534,242.75	
9.	Rieth-Riley	\$ 547,947.00	
10.	Balkema, Inc.	\$ 564,985.00	
11.	Bercot, Inc.	\$ 590,840.00	
12.	T&F Construction	\$ 592,723.59	
13.	DiPaulo-Rossetti	\$ 709,660.00	

RESOLUTION 335-80

1.	Dehner, John, Inc.	\$1,255,628.30
2.	Norman, Joe E.	\$1,350,564.55
3.	Waynesfield Construction	\$1,467,480.00
4.	Rocco-Ferrera	\$1,723,192.50
5.	Weitzel Construction	\$2,168,013.50
6.	Balkema, Inc.	\$3,136,817.50

RESOLUTION 336-80

1.	Dehner, John, Inc.	\$ 240,297.05
2.	Northeastern Construction	\$ 249,771.50
3.	Moellering Construction	\$ 271,420.75
4.	Norman, Joe E.	\$ 284,374.05
5.	Bercot, Inc.	\$ 305,486.00
6.	Earth Construction	\$ 313,739.00
7.	T&F Construction	\$ 341,532.97
8.	Balkema, Inc.	\$ 347,747.50
9.	T-G Excavating	\$ 348,116.95
10.	Bailey Excavating	\$ 351,344.75
11.	Rieth-Riley	\$ 389,433.25
12.	DiPaulo-Rossetti	\$ 428,332.50

RESOLUTION 337-80

1. Dehner, John, Inc.	\$ 223,529.52	
2. Lengacher Construction	<del>\$ 230,936.50</del>	\$230,888.50*
3. Ness, Richard	\$ 260,894.50	
4. Bercot, Inc.	\$ 270,651.50	
5. T&F Construction	\$ 273,390.43	
6. Norman, Joe	\$ 283,423.85	
7. Fleming Excavating	\$ 313,807.50	
8. Moellering Construction	\$ 326,123.75	
9. Balkema, Inc.	\$ 383,500.00	

RESOLUTION 338-80

1. Hartman, John	\$ 278,608.75	
2. Dehner, John, Inc.	\$ 311,487.35	
3. Scheidleman	\$ 314,202.05	
4. Ness, Richard	<del>\$ 365,541.50</del>	\$371,841.00*
5. Bercot, Inc.	\$ 367,011.00	
6. T&F Construction	\$ 410,412.93	
7. Fleming Excavating	\$ 411,722.50	
8. Norman, Joe E.	\$ 475,460.45	
9. Balkema, Inc.	\$ 522,767.50	

RESOLUTION 339-80

1. Moellering	\$ 127,073.50	
2. Hartman, John	\$ 129,983.00	
3. Northeastern Construction	\$ 142,723.75	
4. Curner, Inc.	\$ 147,781.50	
5. Ness, Richard	\$ 170,378.75	
6. Bercot, Inc.	\$ 176,329.50	
7. Fleming Excavating	\$ 178,582.50	
8. Norman, Joe R.	\$ 183,525.00	
9. Balkema, Inc.	\$ 188,700.00	
10. T&F Construction	\$ 197,180.00	

RESOLUTION 340-80

1. Bercot, Inc.	\$ 303,689.80	
2. T-G Excavating	\$ 307,469.00	

\* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

## TITLE OF ORDIN.

5765 North Maumee Area Sanitary Improvements; Sewage Works Grant  
No. C-180599-09; Sewer Resolution No. 338-80

## DEPARTMENT REQUESTING ORDINANCE

John Hartman d/b/a BOARD OF PUBLIC WORKS

## SYNOPSIS OF ORDINANCE

A contract with John Hartman Construction Company, Inc. to construct a 8" 10",  
12" and 21" sanitary sewer for the purpose to serve Ridgeview Heights Addition.EFFECT OF PASSAGE Improvement to the water quality in the North Maumee Area with the  
construction of sanitary sewers.EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve  
Fort Wayne's environs.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will  
cost \$ 278,608.75 which will be financed by USEPA (75%); State (10%); and  
City Utilities (15%).

ASSIGNED TO COMMITTEE